



Husband argues that the court lacked authority to grant wife's request. He maintains that, although the parties did not waive the ninety-day nisi period, he was not required to do anything during this period. Husband contends that the court effectively modified the parties' agreement by requiring him to continue wife's insurance coverage during the nisi period.

We reject this argument. Under 15 V.S.A. § 554(a), "[a] decree of divorce . . . in the first instance shall be a decree nisi and shall become absolute at the expiration of 90 days from the entry thereof," unless the court fixes an earlier date. "In states like Vermont that provide for interlocutory divorce decrees followed by a nisi period, the parties are considered to be married throughout the interlocutory period." *In re Estate of Ladd*, 161 Vt. 270, 272 (1994) (citing 2 H. Clark, *The Law of Domestic Relations in the United States* § 15.8, at 108 (2d ed. 1987)). The underlying order did not go into effect during the nisi period and husband thus acted inappropriately in taking affirmative steps to change the status quo. The trial court did not modify the final order, as husband asserts, nor was wife required to file a motion to set aside the judgment under Vermont Rule of Civil Procedure 60(b) to obtain relief. Wife was covered as a spouse under husband's health insurance and she remained his spouse until the nisi period expired and the divorce decree became absolute. Given this, the court acted within its discretion in ordering husband to reinstate wife's insurance coverage during the nisi period.

Affirmed.

BY THE COURT:

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Harold E. Eaton, Jr., Associate Justice

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Karen R. Carroll, Associate Justice

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William D. Cohen, Associate Justice